

1 BILL NO. S-80-08-21

2 SPECIAL ORDINANCE NO. S-107-80


3
4 AN ORDINANCE approving a contract with
5 Housing and Urban Development for the
6 purchase of 1515 High Street for Urban
Homesteading.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
8 FORT WAYNE, INDIANA:


9 SECTION 1. That the contract dated August 5, 1980,
10 between Neighborhood Care, Inc. and Housing and Urban Develop-
11 ment, Inc. for:

12 the purchase of 1515 High Street
13 for a total cost of \$6,210.00, all as more particularly set
14 forth in said Contract which is on file in the Office of
15 Neighborhood Care, Inc. and is by reference incorporated herein
16 and made a part hereof, is hereby in all things ratified, con-
17 firmed and approved.

18 SECTION 2. This Ordinance shall be in full force
19 and effect from and after its passage and approval by the
20 Mayor.

21 
22 COUNCILMAN

23 APPROVED AS TO FORM AND
24 LEGALITY AUGUST 22, 1980.

25 
26 JOHN E. HOFFMAN
27 City Attorney
28
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Read the first time in full and on motion by Stein, seconded by Zalazek, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 8-26-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Stein, seconded by Zalazek, and duly adopted, placed on its passage. PASSED (LEST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>6</u>	<u>2</u>	_____	<u>1</u>	_____
<u>BURNS</u>	_____	<u>X</u>	_____	_____	_____
<u>EISBART</u>	<u>X</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	_____	<u>X</u>	_____	_____	_____
<u>SCHMIDT, V.</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHOMBURG</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 9-9-80

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING-MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-107-80 on the 9th day of September, 1980.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of September, 1980, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 12th day of Sept. 1980, at the hour of 10 o'clock A. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-08-21

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN
ORDINANCE approving a contract with Housing and Urban Development
for the purchase of 1515 High Street for Urban Homesteading

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

JAMES S. STIER, CHAIRMAN

MARK GiaQUINTA, VICE CHAIRMAN

BEN EISBART

PAUL M. BURNS

DONALD J. SCHMIDT

James S. Stier
Mark E. Giunta
Ben Eisbart ✓

9-9-80
DATE

CONCURRED IN

CHARLES W. WESTERMAN, CITY CLERK

Property Located in City FORT WAYNE State INDIANA County ALLEN	3	STANDARD RETAIL SALES CONTRACT	HUD Case No 151-181496-203 Offer by Neighborhood Care, Inc.
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1. THE EFFECTIVE DATE OF THIS CONTRACT (THE DATE SIGNED BY THE PURCHASER) IS **August 5**, 19**80**.
PROVIDED THIS CONTRACT IS THEREAFTER SIGNED BY THE SELLER AND DELIVERED TO THE PURCHASER.

A. The SECRETARY OF HOUSING AND URBAN DEVELOPMENT, as SELLER, agrees to sell to the PURCHASER named below, and said Purchaser agrees to buy, the property identified hereinafter, subject to the CONDITIONS OF SALE on the reverse hereof which are incorporated herein and made a part hereof.

PROPERTY IDENTIFICATION. Street address, including ZIP code.

1515 HIGH STREET

FORT WAYNE, IN. 46803

Brief Legal Description

together with the appurtenances thereunto belonging.

- B. PRICE, \$ **6,200.00** DEPOSITS \$ **0-** (receipt of which is acknowledged to be refunded if offer rejected). BALANCE AT CLOSING \$ **6,200.00** TO BE PAID BY \$ **IN CASH AND \$** BY ☐ Mortgage (or Deed of trust, etc.).
☐ Installment Contract to the Seller-providing for equal monthly installments of principal and interest at the maximum HUD interest rate permissible at the time of closing, together with 1/12 of the annual charges for property insurance, ground rents (if any), and any and all taxes and assessments now or hereafter levied against the property, in order that the Seller may pay such charges when due.
- C. CONTINGENCIES. 1. ☐ This ALL CASH offer is contingent upon closing of a **year** loan of \$ **to be** ☐ insured by HUD, ☐ guaranteed by VA, for which the Purchaser is to make application. 2. ☐ In order to further secure the Seller, the NOTE (or Installment Contract) will also be signed by **who is not named as a Grantee in Item F, and who has evidenced his agreement to so sign by executing this Sales Contract as Co-signer.**
- D. OCCUPANCY. The Purchaser ☐ now occupies; ☐ will occupy prior to closing, as Tenant (if not single family, specify which unit). Purchaser will close with property ☐ vacant; subject to ☐ his own occupancy only; ☐ occupancy by himself and others; ☒ occupancy by other(s).
- E. PRORATIONS. The Seller will pay in full all improvement assessments which are available for payment without penalty at or prior to closing. Unless specified to the contrary hereinafter, all other assessments, taxes, rent, and ground rents (if any) shall be prorated as of the closing date, and the Purchaser will assume all taxes, assessments, and ground rents (if any) accruing on and after the closing date.
- F. CONVEYANCE. Title is to be taken in the following name and style.

NEIGHBORHOOD CARE, INC.

- G. SIGNATURE. This contract is signed by one or more of those named in Item F (herein referred to as the Purchaser) and by the Co-signer, if stipulated in C2.
- H. SPECIAL CONDITIONS. The Purchaser has examined the property and will accept the property in its present condition (the condition on the EFFECTIVE DATE shown above), except as follows: **Item E on the reverse hereof is null and void and of no effect, and the purchaser will make no claim thereunder. Item 11 on the reverse hereof is null and void and of no effect, and the purchaser will make no claim thereunder. Purchaser also acknowledges the fact that the property may not meet local code requirements on which certificates of occupancy are based. The seller does not assume any liability for the corrections of outstanding building code violations after the sale is closed. Compliance with building code requirements is the responsibility of the purchaser.**

The attached ADDENDUM concerning ENERGY CONSERVATION REQUIREMENTS is incorporated herewith as a condition of the subject sale and is acknowledged herewith by the subject purchaser(s).

- I. The sale shall be closed at as soon as possible and within a reasonable time after indication by the Seller of readiness to close.
IN WITNESS WHEREOF, Purchaser and Seller have signed this contract on the EFFECTIVE DATE shown above.

NEIGHBORHOOD CARE, INC.

by

Purchaser's Signature and Phone No.

ABRAHAM K. PARKAS

Purchaser's Signature

Purchaser's Social Security No.

Co-Signer's Signature

Purchaser's Signature

SECRETARY OF HOUSING AND URBAN DEVELOPMENT.
BY,

Type Name & Title

This contract is the one referred to in Form HUD-9561, Offer to Purchase and Broker's Tender, dated and signed by the undersigned, each of whom certifies for himself that neither he nor anyone authorized to act for him has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of his race, color, religion, or national origin. The undersigned further certifies that he has executed and filed with HUD, Form HUD-9556, Joint HUD-VA Non-discrimination Certification (Sales Broker). NOTE: The Broker must sign this certification.

Type

Name of Broker and Phone No.
Broker's Social Security or Employer Identification No.

By

Signature and title

COPY NO. 4 - BROKER RETAINS - INFORMATION COPY.

DIGEST SHEET

TITLE OF ORDINANCE: _____ SPECIAL Ordinance

L-80-08-21

DEPARTMENT REQUESTING ORDINANCE; Community Development and Planning/Neighborhood Care

RELEASE FUNDS: for Urban Homesteading of 1515 High Street.

EFFECT OF PASSAGE: Add 1515 High Street to Urban Homesteading to help stabilize
neighborhoods by increasing home ownership and filling vacant but useable
houses. The City is committed to saving its older neighborhoods and
housing stock.

EFFECT OF NON-PASSAGE: With more than 600 persons on waiting list for this
program, non-passage would further delay the program.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS): \$6,210.00

ASSIGNED TO COMMITTEE: Finance